



**PURCHASING DEPARTMENT
CITY HALL, 73 HARLOW STREET
BANGOR, MAINE 04401
TEL. (207) 992-4284**

January 5, 2005

**REQUEST FOR PROPOSALS
RADIO SYSTEM EVALUATION SERVICES**

1. INVITATION

The City of Bangor requests proposals from radio technology consulting firms for the purpose of conducting an examination and evaluation of the City's existing radio system with a focus on improving reception in weak areas and improving interoperability that meets Project 25 standards.

2. PRELIMINARY SCOPE OF SERVICES

The examination and evaluation of the City's existing radio system services should include but not be limited to the evaluation of existing repeater sites utilized by the City's police and fire departments, the control point, MDT service options and meeting with a representative group from law enforcement, medical services, fire departments and Emergency Management.

3. BACKGROUND INFORMATION

The Bangor Police/Fire Dispatch Center is a Public Safety Answering Point (PSAP) solely for the City, which has a population of approximately 32,000 and an area of approximately 34.4 square miles. It provides emergency and non-emergency call taking and dispatch services for the Bangor Police Department and the Bangor Fire Department. Groundbreaking for a new police station is scheduled to begin in early to mid 2005 and the new facility will include at least a four-position dispatch center. The current communication system utilizes two dispatch positions. Two repeaters are used, one each for the fire department and police department. The police department uses two VHF frequencies that both use the single repeater. The police department also uses two additional VHF frequencies that do not operate on a repeater. The fire department uses two VHF frequencies, of which only one utilizes a repeater.

Motorola conducted radio coverage and performance mapping in mid 2004 and made recommendations regarding system improvements. The City now requests a supplemental independent analysis of its system.

Responses must include the methodology that will be utilized, resumes of individuals working on this project, a projected timetable, outline of the final report and an itemized cost of the proposed project.

Additional requirements include completion of the project within 30 days of notification of acceptance by the City.

4. STATEMENT OF QUALIFICATIONS:

1. Name, address, and brief description of the business entity. This may include a brochure about the firm.
2. The firm's qualifications to undertake the project. If a firm intends to utilize the services of another firm in meeting the requirements for the project, then the qualifications of the other firm must be included in the proposal.
3. The firm's experience with budget and cost control including the results of the firm's activity.
4. A listing of projects completed by the firm that demonstrate the firm's capabilities for this specific type of work.
5. A list of recently completed work on similar type projects. This list should include the name, address, and telephone number of the client contact for each project.
6. Profiles of key personnel that will be involved with the project.
7. Statement of current workload.
8. Any additional information, not-to-exceed one page, that is believed to be useful in evaluating the firm's qualifications for this specific project.

5. SCOPE OF SERVICES:

Include a description of services that will be provided for the project.

6. COST:

Provide a not-to-exceed price for the services proposed.

7. SCHEDULE:

The proposed schedule for providing services should be included in the proposal.

8. CORRESPONDENCE & QUESTIONS:

All project correspondence and questions should be by e-mail (if possible) to:

David Pellegrino, Purchasing Agent
City of Bangor
City Hall
73 Harlow St.
Bangor, ME 04401
Voice: (207) 992-4284
Fax: (207) 945-4446
E-mail: david.pellegrino@bgrme.org

9. SITE VISITS:

Appointments to visit the sites and view the radio equipment in question may be made by contacting Ronald Gastia at the Bangor Police Department

Tel. 207-947-7384 x 232
E-mail: ron.gastia@bgrme.org

10. AMENDMENTS:

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Proposals must include acknowledgement of all amendments or be subject to rejection.

If an offeror desires to change an offer that has already been submitted, a signed letter that refers to the solicitation and amendment numbers may make the change. The change must be received at the place designated and prior to the hour and date specified in the solicitation (as amended) for receipt of offers.

10. SELECTION, TERMS & CONDITIONS

City of Bangor reserves the right to negotiate the terms of any and all proposals if it is deemed to be in the best interest of the City of Bangor. All proposals shall provide a straight forward, concise delineation of the proposer's capabilities to satisfy the requirements of this invitation. Emphasis should be on completeness and clarity of content.

The City will review the materials submitted and will select the firm or firms deemed to be the most qualified to provide the requested services. Interviews may be held to assist the City in its decision. The successful firm will be expected to sign an agreement that will be substantially the same as the attached agreement.

The contents of the proposal submitted by the successful proposer and this invitation for proposal and all amendments will become a part of the final contract agreed upon by the parties.

The City of Bangor reserves the right to reject any or all proposals or parts of proposals, to accept a higher cost proposal and to waive any informalities or technicalities in a proposal.

All costs incurred in the preparation and submission of proposals will be borne by the offerors.

In order to be considered proposals must be received by **2:00 P.M., Wednesday, January 26, 2005** in the Purchasing Department, 73 Harlow Street, Bangor, Maine 04401.

PLEASE SUBMIT THREE -(3) COPIES

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN**

**THE CITY OF BANGOR
AND**

AGREEMENT made this ___th day of _____, 2005, by and between the City of Bangor (hereinafter the "CITY") and _____ (hereinafter "CONSULTANT").

CITY and CONSULTANT agree as follows for CONSULTANT to examine and evaluate the City's existing radio system and provide recommendations for its improvement.

1. SERVICES:

CONSULTANT agrees to provide the personnel, supplies, and equipment necessary to provide services in connection with the examination and evaluation of the City's radio system in accordance with CONSULTANT's proposal dated January __, 2005, attached hereto and made a part hereof.

2. STANDARD OF CARE:

Services performed by CONSULTANT under this AGREEMENT will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

3. TERM OF AGREEMENT:

This AGREEMENT shall be effective immediately upon signing and continue through the completion of the project.

4. RIGHT OF WAY:

CITY will provide for right of entry for CONSULTANT and all necessary equipment in order to complete the work.

5. SCHEDULE:

Time is of the essence in performance of this AGREEMENT and CONSULTANT agrees to perform requested services in a timely manner, consistent with the requirements of the CITY.

6. COMPENSATION:

Payment shall be \$ _____. The CONSULTANT will submit invoices to CITY on a monthly basis. A more detailed separation of charges and backup data will be provided at CITY's request.

Payment is due upon presentation of invoices and is past due thirty (30) days from invoice date. CITY agrees to pay a finance charge of one percent (1%) per month on past due accounts.

7. OWNERSHIP OF DOCUMENTS:

All reports, field data, field notes, calculations, estimates, and other documents prepared by CONSULTANT, as instruments of services, shall remain the property of CONSULTANT. Copies of all such documents will be made available to CITY upon request. CONSULTANT understands and agrees that all documents and materials provided the CITY hereunder are or may be public documents and as such will be available generally to the public. The CITY has no responsibility for any use which may be made of them by any third party and the CITY may use them for any lawful purpose.

CONSULTANT will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to CITY at all reasonable times.

8. INSURANCE:

CONSULTANT represents and warrants that it and its agents, staff and consultants employed are protected by worker's compensation insurance and that CONSULTANT has such coverage under public liability and property damage insurance policies in an amount not less than \$1,000,000 combined single limit. CONSULTANT shall furnish and thereafter maintain certificates evidencing such coverage and the certificates shall guarantee thirty (30) days' notice to CITY of termination of insurance from insurance company or agent. CONSULTANT agrees to indemnify and save CITY harmless from and against any loss, damage, or liability arising from any negligent acts by CONSULTANT, its agents, staff, and consultants employed by it. CONSULTANT shall not be responsible for any loss, damage, or liability arising from any negligent acts by CITY, its agents, staff, and other consultants employed by the CITY.

The CONSULTANT hereby expressly agrees that it will defend, indemnify and hold the City of Bangor harmless from any and all claims made or asserted by CONSULTANT's agents, servants or employees arising out of CONSULTANT's activities under this CONSULTING AGREEMENT. For this purpose, CONSULTANT hereby expressly waives any and all immunity it may have under Maine's Workers Compensation Act in regard to such claims made or asserted by CONSULTANT's agents, servants or employees. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the City of Bangor to answer, investigate, defend and settle all such claims, including but not limited to the City of Bangor's costs for attorneys fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgements rendered in favor of CONSULTANTS agents, servants or employees against the City of Bangor in regard to claims made or asserted by such agents, servants or employees.

9. SUBCONTRACTORS:

If specialists or subcontractors are required to complete the services thereunder, CONSULTANT shall propose such utilization for review and approval of the CITY. CONSULTANT is and shall remain fully responsible for performance of all services hereunder.

10. TERMINATION:

This AGREEMENT may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CONSULTANT shall be paid for services performed to the termination notice date.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this AGREEMENT, CONSULTANT may with CITY's permission complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CONSULTANT in completing such analyses, records and reports.

CITY may terminate this AGREEMENT in whole or in part for its convenience by written notice to CONSULTANT. In such event, CITY will pay CONSULTANT its actual, necessary, reasonable and verifiable costs for terminating performance, which shall include that portion of the agreement work which has been satisfactorily completed for which payment has not been made. In no event shall CITY be liable for cancellation charges in excess of the AGREEMENT Price, or unabsorbed shop overhead or anticipatory profit.

11. ASSIGNS:

Neither CITY or CONSULTANT may delegate, assign, sublet or transfer their duties or interest in this AGREEMENT without the written consent of the other party.

12. NONWAIVER:

Except as expressly provided in this AGREEMENT, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any Condition, Covenant, or Section shall not render the same invalid, or impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

13. NOTICES:

All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed sufficiently served if sent by First Class Mail addressed as follows, or such other address as they may designate in writing from time to time:

To CITY:

To CONSULTANT:

David N. Pellegrino, Purchasing Agent
Bangor City Hall
73 Harlow Street
Bangor, Maine 04401

14. DISPUTES:

Any disputes arising out of or in the course of this AGREEMENT which are not settled by mutual agreement of the parties may be resolved by litigation which shall be brought in Maine Superior Court for Penobscot County. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Maine.

15. COMPLIANCE WITH LAW:

CONSULTANT shall comply with all applicable federal, state and local statutes, ordinances and regulations in its performance hereunder. CONSULTANT agrees to amend this AGREEMENT, if necessary, to comply with such law or regulations.

16. EXTENT OF AGREEMENT:

This AGREEMENT, with its attachments, represents the entire and integrated AGREEMENT between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior AGREEMENT, arrangements, negotiations, or representatives, written or oral with respect to this AGREEMENT. This AGREEMENT may only be modified by written agreement of the parties.

17. EXECUTION OF AGREEMENT:

CITY hereby represents and warrants that it has taken all necessary procedural and legal steps as required under all state, local and federal laws and regulations for the purpose of authorizing the execution of this AGREEMENT, and that the execution of this AGREEMENT by the CITY's agent renders this AGREEMENT a valid and binding document on the part of the CITY and is fully enforceable in all of its terms and conditions by CONSULTANT.

IN WITNESS WHEREOF, CITY has caused this AGREEMENT to be signed by David N. Pellegrino its Purchasing Agent, thereunto duly authorized, and CONSULTANT has caused this AGREEMENT to be signed by its _____ thereunto duly authorized, the day and date first written above.

WITNESS:

CITY OF BANGOR (CITY)

BY: _____
David N. Pellegrino
Purchasing Agent

WITNESS:

(CONSULTANT))

BY: _____